tion for property taken, injured or destroyed", to authorize consequential damages to property injured even where none of it is taken. *County of Chester* v. *Brower*, 117 Pa. St. 647; *Penn. Schuyl. Val. Ry. Co.* v. *Walsh*, 124 Pa. St. 544; *Butchers' Ice and Coal Co.* v. Philadelphia, 156 Pa. St. 54. But the injuries must be special in their nature and not such as are suffered in common with the rest of the public. *Pittsburg & L. E. Ry. Co.* v. *Jones*, 111 Pa. St. 204; *Gulf, etc., Ry. Co.* v. *Fuller*, 63 Texas 467; *Presbrey* v. *Old Colony Ry. Co.*, 103 Mass. 1. The special damage to plaintiff which the court in the principal case relied on in its decision is the destruction of plantiff's "valuable milling property by rendering it inaccessible to the public". The courts of those states where the statutes or constitution allow compensation for the injury to property as well as for the actual taking generally allow compensation for damages of this sort. *Harvey* v. *Ga. So. & Fla. Ry. Co.*, 90 Ga. 66; *Missouri Pac. Ry. Co.* v. *Porter*, 112 Mo. 361; *Pittsburg & L. E. Ry. Co.* v. *Jones*, 111 Pa. St. 204. The holdings are to the contrary in states where compensation is allowed only for the "taking" of property under the exercise of right of eminent domain. *Richmond, etc., Turnpike Co.* v. *Rogers*, 1 Duv. (Ky.) 135; *Hohmann* v. *Chicago*, 140 Ill. 226; *Proprietors of Locks and Canals* v. *N. & L. Ry. Co.*, 10 Cush, (Mass.) 385. But see *Rockafeller* v. *Northern Cent. Ry. Co.*, 61 Atl. Rep. 960.

EVIDENCE— HANDWRITING—COMPARISON.—Where in a forgery trial it was sought by an expert witness to prove disputed writing by comparison with writing of accused, *held*, such comparison would not be allowed. *Washington* v. *State* (1905), — Ala. —, 39 So. Rep. 388.

The cases are in hopeless conflict on this proposition. The doctrine is well settled in Alabama as above. *Kirksey* v. *Kirksey*, 41 Ala. 626. Comparison of handwriting was allowed by the Roman Law. WHARTON ON EVIDENCE, § 711. The common law seems to be that such comparisons cannot be made. *Doe* v. *Suckermore*, 5 Ad. & El. 703, where the early English cases are reviewed. It has been held that comparison of disputed writing may be made with irrelevant writing. *Lyon* v. *Lyman*, 9 Conn. 55; *Calkins* v. *State*, 14 Ohio St. 222. In England and many states in this country there are statutes allowing comparison. Code Iowa (1897), § 4620; Cal. Code Civ. Pro., § 1944. The modern tendency seems to be toward more liberality in allowing such comparison.

GAME—PROHIBITION OF SALE APPLIES TO THAT TAKEN IN ANOTHER STATE. —Where a statute, designed to protect game, expressly prohibits the sale of "ruffed grouse," *held*, that the selling of any such bird within the state, though it was lawfully killed in another state, is unlawful. *State* v. *Shattuck* (1905), — Minn. —, 104 N. W. Rep. 719.

The right of a state to prohibit or regulate the killing and sale of its own game is well recognized; *People* v. *Gerber*, 36 N. Y. Supp. 720; *Geer* v. *State*, 161 U. S. 519, 40 L. Ed. 793; *State* v. *Rodman*, 58 Minn. 393, 59 N. W. 1098. And it seems to be settled that a state may, in the exercise of the police power, even extend its regulation to game lawfully killed in another state and imported therefrom; *People* v. *Bootman*, 180 N. Y. 1, 72 N. E. 505;

Ex parte Maier, 103 Cal. 476, 42 Am. St. Rep. 129; *State* v. *Farrell,* 23 Mo. App. 176. Any conflict which might occur between such statutes and the commerce clause of the federal constitution has been overcome by the provisions of the "Lacey Act," C. 553, 31 Stat. 187. But where the statutes in terms neither expressly include nor exclude such outside game, the courts are divided as to what constitutes a proper construction. Some do not hesitate to extend the terms of the statute to the widest limits; *Roth* v. *State,* 51 Ohio St. 209, 37 N. E. 259; *Magner* v. *People,* 97 Ill. 331; *Phelps* v. *Racey,* 60 N. Y. 10, 19 Am. Rep. 140. Others limit the statute to game killed or captured within the state; *People* v. *O'Neil,* 71 Mich. 325, 39 N. W. 1; *Commonwealth* v. *Wilkinson,* 139 Pa. 298, 21 Atl. 14; *Commonwealth* v. *Hall,* 128 Mass. 410, 35 Am. Rep. 387.

INSOLVENCY—STATE'S PRIORITY OVER OTHER CREDITORS—COSTS AGAINST THE STATE.—The State of Maryland filed a petition praying that the receiver of The Home Fire Insurance Company be ordered to pay it an insurance policy of $17,500.00 and an unearned premium of $747.63 from the first funds coming to him. *Held,* (1) the state on a simple contract claim, has no preference over the creditors of an insolvent corporation after the appointment of a receiver; and (2) in the absence of express statutory authority costs may not be awarded against the state in a civil action. *State* v. *Williams* (1905), — Md. —, 61 Atl. Rep. 297.

This case is based on *The State* v. *The Bank of Maryland,* 6 Gill & J. 206, where BUCHANAN, CH. J., pointed out that the common law rule, (adopted in Maryland) giving the state priority over other creditors, applied only "where the individual creditor has no antecedent lien overreaching it." Since the state's right is inforced by the process in the writ of extent in chief, or in aid, according to circumstances, and this process cannot touch goods bona fide sold or fairly assigned to trustees for the benefit of creditors, therefore, when, as in this case, the property is transferred to the receiver, before the awarding of process, the state's preference is lost—"the right of the state being only against the property of its debtor, and not against the property of its debtor's creditor." The state cannot say that a pro rata dividend brings its right in conflict with the rights of other creditors, and thus entitles it to preference, for this would make the transfer to the trustee good and bad at the same time. See *Marbury* v. *Brooks,* 7 Wheat. 556; also the cases cited in *The State* v. *Bank of Maryland, supra.* The second point (as to costs) seems well settled, *Stanley* v. *Schwalby,* 162 U. S. 255; *Sandberg* v. *State,* 113 Wis. 578.

INSURANCE—MEANING OF "FIRE" IN A POLICY—DOES NOT MEAN SMOKE OR GREAT HEAT.—Plaintiff's wool was insured by defendant against direct loss or damage by fire. The wool was stored in a warehouse but became entirely submerged by water owing to an unusual flood; and, when the water had subsided, the wool was found to be very much heated, the strings around the wool had apparently burned, and there was smoke and the odor of burnt wool in the room where it was stored, although no flame or firelight was to be seen. *Held,* that the damage was not caused by "fire" within the meaning